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THIS DOES NOT  
CIRCULATE

AGREEMENT BETWEEN THE  
LOPATCONG EDUCATION SUPPORT PERSONNEL ASSOCIATION  
AND THE  
BOARD OF EDUCATION OF THE LOPATCONG SCHOOL DISTRICT  
THE COUNTY OF WARREN, NEW JERSEY  
1978-79

LIBRARY  
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Labor Relations  
NOV 17 1978  
RUTGERS UNIVERSITY

Henry C. Kogler, Jr.  
Henry C. Kogler, Jr.  
President  
Lopatcong Board of Education

Robert Fitzner  
Robert Fitzner, President  
Lopatcong Support Personnel  
Association

*Custodians &  
Bus Drivers*

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## ARTICLE I

RECOGNITIONA. Unit

The Board hereby recognizes the Lopatcong Education Support Personnel Association herein referred to as the Association, as the **exclusive** and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all non-certified personnel.

B. Definition of Employee

Unless otherwise indicated, the term "employee", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

## ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENTA. Policy Changes

The Board agrees pursuant to the provisions of Chapter 123, Laws of 1974, to negotiate in good faith with the majority representatives with respect to terms and conditions of employment.

B. Not later than the first Monday of October of the present school year the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement on salaries, terms and conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place and time within thirty (30) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. Each party shall promptly make available to the other, upon request, all information required by law. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

D. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

## ARTICLE II Continued.....

F. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

G. Proposed new rules or modifications of the existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by a Unit member alleging a violation, misinterpretation or inequitable application of established policy or administrative decision governing or affecting him or of any of the provisions of this Agreement. The term "grievance" shall not apply to any matter which:
  - (a) a method of review is prescribed by law or State Board of Education rule,
  - or (b) is contrary to law or the rules of the State Department of Education.
2. "Unit" consists of all supportive staff personnel and the Association.
3. "Association" is the Lopatcong Education Support Personnel Association.
4. "Board" is the Lopatcong Township Board of Education.
5. "Administrator" is the chief school administrator or his designee.

B. Purpose

1. The purpose of the procedure is to secure at the lowest level, solutions to the grievances presented. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any Unit member having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given the opportunity to be represented at such adjustment.

C. Procedure

1. Level One

A Unit member with a grievance shall first discuss it with the administrator within ten (10) school days after the grievable action occurred, after then either directly or through the Association, with the objective of resolving the matter informally. The administrator will duly record the grievance in his daily log.

## ARTICLE III Continued .....

2. Level Two

If the party filing the grievance is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he may file the grievance in writing with the Board.

3. Level Three

Within fifteen (15) days after receiving the written grievance the Board shall review the case, and at the next scheduled Board meeting render a written decision.

4. Level Four

The Association may, within five (5) school days inform the Board that advisory arbitration is being invoked.

Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision for settlement not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission

## ARTICLE III Continued .....

of an act prohibited by law or which is violative of the terms of the Agreement.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous

1. The time limits specified at any level may be extended by mutual agreement.
2. All Unit members will continue under the direction of the administrator regardless of the of any grievance, until such grievance is properly determined.



## ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation, without just cause. Any such action asserted by any agent or representative of the Board shall not be made public and shall be subject to the grievance procedure herein set forth.

D. Whenever any employee is required to appear before the Board, or any committee of the Board, concerning matters of employment, he shall be given prior written notice of the reasons for such meeting or interview and shall be

## ARTICLE IV Continued .....

entitled to have a representative of the Association present to advise him and represent him during the meeting or interview.

E. No employee shall be prevented from wearing pins or identification of membership in the Association or its affiliates.

## ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association all available public information that is applicable to the Lopatcong School System.

B. Whenever any member of the Association that has filed a grievance is mutually scheduled by the Parties to participate during that individual's working hours in grievance proceedings, neither he nor his employee representative in the employ of the Board shall suffer loss of pay.

C. Representatives of the Association, with prior written notice to the Administrator, shall be permitted to transact official Association business on school property provided that it does not interfere with:

1. Employee's scheduled working hours
2. Scheduled educational hours
3. Other previously scheduled activities
4. Normal school operations

D. The school secretary, with the approval of the administrator, may use school business equipment within reasonable limits for Association purposes.

E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the Unit or potential member of the Unit.

## ARTICLE VI

WORK SCHEDULE

A. All personnel who are regularly employed to work 20 or more hours per week or who are bus drivers shall be provided annual contracts based upon the relevant terms of this Agreement.

B. Work Year

1. Custodians, Matrons and Secretaries will be employed on a 10 or 12 month work year basis. The employee's work year may not be changed without just cause.

2. Bus Drivers and Lunch Room Supervisor will be employed for the days that student attendance is scheduled.

3. The 10 month work year is September 1 to June 30. The 12 month work year is July 1 to June 30.

4. All anniversary dates will be adjusted to either January 1 or July 1 whichever is closer to the first date of continuous employment.

C. Work Hours

1. Each employee will be told on or before the first day of the work year their workdays and work hours. Neither the workdays nor the workhours may be changed without just cause.

2. The workshift for employees excluding additional parttime employees that may be subsequently hired is as follows:

- a. Custodians - Eight (8) hours exclusive of a 30 minute lunch period.
- b. Secretary - Seven and one-half (7½) hours exclusive of a 30 minute lunch period.
- c. Lunchroom Supervisor - Three (3) hours
- d. Bus Drivers - Dependent upon average route time plus 20 minutes per student day preparation time.

D. Call Time and Overtime

1. Any employee called to return to work after his workshift has ended shall be paid at the rate of two (2) times the employee's regular hourly rate for a minimum of 1 hour's pay.

2. All scheduled overtime on a paid holiday (see F) shall be paid at the rate of two (2) times the employee's regular hourly rate.

3. All scheduled overtime not defined in 1. or 2. above shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate for a minimum of one (1) hour and employee must remain on job for that period of time.

4. All overtime must be previously authorized by the Administrator.

E. Vacation Schedule (12 Month Employees)

1. Vacation eligibility shall be determined as of June 30 of each year.

2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Administrator.

3. Where more than one employee is in a general classification seeks vacation at the same time and work schedules do not permit such vacation scheduling, seniority based upon total number of years in the employment of the district shall take precedence.

4. Employees shall be eligible for vacation on the following basis:

a) Personnel employed for less than one year shall be entitled to one day of vacation for each month of employment to a maximum of five exclusive of holidays and weekends.

b) Personnel employed by the Lopatcong School District from one through eight years shall be entitled to ten (10) days of vacation exclusive of holidays and weekends.

c) Personnel employed by the Lopatcong District from nine (9) through twenty (20) years shall be entitled to fifteen (15) days of vacation exclusive of holidays and weekends.

d. Personnel employed by the Lopatcong School District for more than twenty (20) years shall be entitled to twenty (20) days of vacation exclusive of holidays and weekends.

F. Recognized Holidays

1. Ten (10) month employees (see Article VI; B.1.) shall be entitled to Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Memorial Day, and Good Friday, with no loss of pay.

2. Twelve (12) month employees (see Article VI; B.1.) shall be entitled to the days in Article VI; B.1. plus Independence Day, with no loss of pay.

3. Twelve and ten months fulltime employees shall be granted the day after Thanksgiving as a paid holiday.

G. Field Trips

Assignments of bus drivers for all field trips shall be distributed as equitable as possible among all drivers. Volunteers will be given first consideration.

H. Driving Delays

Bus drivers will be paid an additional four (4) hours per school year at their regular hourly rate in compensation for semi-annual bus inspections and inadvertent delays.

I. Work Uniforms

Custodial and maintenance personnel shall be provided with two sets of servicable work uniforms by Sept. 1st of each year. The uniforms shall be maintained by employees and worn daily. Selection of uniforms shall be at the discretion of the administrator.

## ARTICLE VII

EMPLOYMENT PROCEDUREA. Resignation

1. An employee who is resigning from his position shall give a minimum of two weeks notice.

2. Earned vacation for 12 month employees, employed over 12 months, shall be paid according to the proportion of full months worked to the total contract year.

3. If a full two weeks notice is given there shall be paid vacation benefits.

B. Contract Notification

1. Employees shall be given written notice of their contract for the forthcoming year not later than April 30.

C. Student Transportation

1. When a properly licensed non-bus driver employee transports children, he shall be paid at the higher of his regular hourly rate or the substitute bus driver's rate.

D. Placement on Salary Schedule

1. Each employee shall be placed on his proper position on the salary schedule.

## ARTICLE VIII

## PERSONNEL RECORDS

Derogatory Material

No material derogatory to an employee's conduct, service character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Administrator or his designee and attached to the file copy. The employee shall have the right, at least annually, to review his personnel file, with the exception of confidential letters of reference.

## ARTICLE IX

EMPLOYEE-ADMINISTRATION LIAISON

The Association's Executive Committee shall meet with the Administrator, or designated representatives, at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the Administration of this agreement.

SICK LEAVEA. Accumulative

All employees employed shall be entitled to one (1) day of sick leave per month of contracted employment during the contract year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

If two personal days are not used, one of these days may be added to the ten (10) cumulative sick days.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 1 of each contract year.

## ARTICLE XI

COMPLAINT PROCEDURE

A. No action will be taken against an employee based upon a complaint until or unless as complete an investigation of the complaint as is reasonably possible has been made.

B. The employee shall be given an opportunity to discuss the complaint with the administrative principal before any administrative action is taken.

C. Any action taken by the Board, its designee, or the administrative principal against employee as a result of a complaint must be so indicated and is subject to the provisions of Article III of this Agreement.



TEMPORARY LEAVES OF ABSENCEA. Types of Leave

As of the beginning of the 1978-79 school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

Two (2) days leave of absence for personal, legal, or business matters which require absence during school hours. Application to the employee's Administrator shall be made at least five (5) days before taking such leave (except in the case of emergencies). No more than two employees in the unit nor more than one in any job category will be granted personal leave at the same time.

2. Legal

Time necessary for appearances in any legal proceedings connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

3. Death or Serious Illness

Up to five (5) days at any one time in the event of death or serious illness of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household (grandchild). Employees shall be granted one (1) day in the event of death of an employee's relative outside of the employee's immediate family as defined above.

4. In Addition to Sick Leave

Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the employee is entitled.

## ARTICLE XIII

EXTENDED LEAVE OF ABSENCEA. Military

Consistent with New Jersey Statutes

B. Maternity

Consistent with New Jersey Statutes

C. Illness in Family

A leave of absence without pay of up to six (6) months shall be granted for the purpose of caring for a seriously sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

D. Return from Leave

All benefits to which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

E. Extentions and Renewals

1. All requests for extention or renewal of leaves shall be in writing.

2. Leaves granted by the Board will be set to writing.

## ARTICLE XIV

PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger the health, safety or well-being of a normally healthy person.
- B. Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the employee. This protection is covered to the extent of the Comprehensive Liability Package Insurance carried by the Board.
- C. The Board shall reimburse an employee for the cost of medical, surgical, or hospital services incurred as the result of any injury sustained in the course of his employment to the extent of coverage provided by the Workman's Compensation insurance carried by the Board.

## ARTICLE XV

INSURANCE PROTECTIONA. Full Health-Care Coverage

As of the beginning of the 1976-77 contract year, the Board shall provide the health-care insurance protection for all custodians and secretaries normally working in excess of 35 hours per week. The Board shall pay the full premium for each employee and in cases where appropriate for family-plan insurance coverage.

B. Provisions of Coverage and Carrier

1. Provisions of the health-care insurance program shall be as detailed

in:

- a. Lehigh Valley Blue Cross "All Service Plan"
- b. Lehigh Valley Blue Shield "100 Plan"
- c. Lehigh Valley "Major Medical Plan"

1. Extended major medical coverage to \$15,000.00

2. The Board at its discretion can amend the insurance company to another carrier providing that the coverage is equal to or better than the coverage outlined in 1. (a), (b), and (c) above.

## ARTICLE XVI

SALARIESA. Salary Schedule

As provided under Schedule "A".

B. Method of Payment1. Twelve (12) Month

Each employee employed on a 12 month basis shall have the option of being paid in 24 semi-monthly installments or in 12 monthly installments.

2. Ten (10) Month

Each employee employed on a ten (10) month basis shall have the option being paid in 20 equal semi-monthly installments, or ten (10) equal monthly installments.

3. Summer Pay Plan

Each employee may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be paid to the employee or his estate on the final pay day in June, according to a schedule of payment throughout the summer as requested by the employee, or upon death or termination of employment, if earlier.

4. Exceptions

When a pay day falls on or during a school holiday, vacation or week-end, employees shall receive their paychecks on the last previous working day.

5. Final Pay

Each employee shall receive his final pay and the pay schedule for the following year on his last working day in June.

C. Mileage shall be paid at the rate \$.15 (15¢) per mile for all use of personal automobiles for authorized school district business, but not for transportation to and from home to the school of assignment.

## ARTICLE XVII

MISCELLANEOUS PROVISIONSA. Policy

This agreement constitutes policy for the term of said Agreement, and the Parties shall carry out the commitments contained herein and give them full force and effect.

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. (This clause is applicable from July 1, 1971.)

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

## ARTICLE XVII Continued .....

E. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

## 1. If by Association to:

Board of Education  
Lopatcong Township School  
Route 57, Phillipsburg, N. J. 08865

## 2. If by Board, to:

Association  
Lopatcong Township School  
Route 57  
Phillipsburg, N. J. 08865

Salary Schedule --

July 1, 1978 - June 30, 1979

BUS DRIVERS:

|                     |        |
|---------------------|--------|
| 0 thru 2 years..... | \$5.79 |
| 3 thru 6 years..... | 6.20   |
| 7 years plus.....   | 6.59   |
| Mary Gordon .....   | 7.51   |

CUSTODIAL CATEGORY:

|                  |                      |        |
|------------------|----------------------|--------|
| Custodian        | 0 thru 2 years ..... | \$4.41 |
| Senior Custodian | 3 thru 6 years ..... | 5.26   |
| Master Custodian | 7 years plus .....   | 5.60   |

LUNCHROOM SUPERVISOR: ..... \$3.55

SECRETARY CATEGORY:

|                  |                      |        |
|------------------|----------------------|--------|
| Clerk-Typist     | 0 thru 2 years ..... | \$4.09 |
| Secretary        | 3 thru 6 years ..... | 4.48   |
| Senior Secretary | 7 years plus .....   | 5.01   |